



CITY OF PORT TOWNSEND REQUEST FOR PROPOSAL (RFP)

Purchase, Installation and Maintenance of Police Vehicle Equipment RFP NO. 2013-06

PROJECT DESCRIPTION: The City of Port Townsend is requesting proposals from qualified and licensed firms to provide install specialized police equipment and to maintain installed equipment except radio, radar and MDT/camera systems.

NOTICE IS HEREBY GIVEN: The City of Port Townsend will receive sealed proposals in the office of the City Clerk, 250 Madison St #2, Port Townsend, Washington, **by 5:00 pm, Tuesday, September 17, 2013**. Information and instructions regarding this Request for Proposal will be available on-line through Builders Exchange of Washington, Inc. by going to: www.bxwa.com. Click on **“Posted Projects”**, **“Goods and Services”**, **“City of Port Townsend”**, **“Projects Bidding”**, and **“Project Bid Date”**. Proposal submitters must **“Register as a Bidder”**, in order to receive automatic e-mail notification of future addenda and to be placed on the **“Bidders List”**. This service is provided free of charge to vendors submitting an RFP on this project. Please contact Builders Exchange of Washington at (425) 258-1303 should you require further assistance.

Questions regarding the proposal or the RFP process may be emailed to Catherine McNabb at cmcnabb@cityofpt.us.

In the award of proposals, consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, cost, and accessibility to other necessary resources. The City of Port Townsend reserves the right to reject any or all proposals and to waive any informality in the RFP process.

David Timmons
City Manager

BACKGROUND ON THE CITY OF PORT TOWNSEND: The City of Port Townsend, Washington is located on the northeast corner of the Olympic Peninsula, our city sits in the lee of the Olympic Mountains. Just a 2 hour drive and 30 minute ferry ride from urban Seattle.

CONTRACT: The contract shall consist of the following documents: The Request for Proposals, the Proposal, the General Services Agreement and written changes of any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

QUESTIONS REGARDING THIS RFP: ALL questions must be submitted in writing (Email will suffice.) to the RFP coordinator. Questions and answers will be forwarded to all proposing vendors who provide contact information. In order to make information available to all proposing Contractors, no questions will be entertained past **5:00 pm Wednesday, September 11, 2103.**

RFP Coordinator
Catherine McNabb
250 Madison St #2R
Port Townsend, WA 98368
cmcnabb@cityofpt.us

APPROVAL OF PRODUCT EQUALS REQUIRED: Any substitutions for the brands named in the specifications must be authorized, in writing by submitting an email to the RFP coordinator at cmcnabb@cityofpt.us no later than 5:00 pm, **Wednesday, September 11, 2013**

DISTRIBUTION OF RFP DOCUMENT AND ADDENDA: Information and instructions regarding this Request for Proposal will be available on-line through Builders Exchange of Washington, Inc. by going to: "www.bxwa.com". Click on "Posted Projects", "Goods and Services", "City of Port Townsend", "Projects Bidding", and "Project Bid Date". Proposal submitters must "Register as a Bidder", in order to receive automatic e-mail notification of future addenda and to be placed on the "Bidders List". This service is provided free of charge to vendors submitting an RFP on this project. Please contact Builders Exchange of Washington at (425) 258-1303 should you require further assistance.

Those who choose not to register on the Builder's Exchange website will be solely responsible for monitoring the website for any addenda or a notice of cancellation.

PROPOSAL PREPARATION: Firms submitting proposals shall be responsible for any and all costs and/or expenses associated with preparing such proposal.

SUBMISSION OF PROPOSAL: Sealed proposals must be submitted by no later than **5:00 pm, Tuesday, September 17, 2013** Proposal packages must be submitted to:

City of Port Townsend
Office of the City Clerk
RFP # 2013-06
250 Madison St #2
Port Townsend, WA 98368

At a minimum, all proposals should contain:

- The completed Proposal Form.
- Statement of Contractor's Qualifications
- A minimum of three (3) references with addresses, phone numbers and, if available, email addresses

Proposals may also include company specific narrative information and letters of recommendation.

It is the responsibility of the Contractor to be sure the proposals are sent sufficiently ahead of time to be received **no later than 5:00 PM** on the date proposals are due. Proposals received after the 5:00 PM deadline will be returned to the vendor unopened.

EVALUATION PROCEDURES AND AWARD: Proposals will be evaluated by a panel of City personnel.

It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the Contractor offering the lowest prices. Rather it is intended to help the City select the Contractor who will provide the best overall value through a combination of customer service, experience and competitive prices.

Contractor's Proposal will be valid for 45 days from the date the proposal is due. The successful Contractor will enter into a Services Agreement with the City, and provide required proof of insurance, within 10 days of award.

COOPERATIVE PURCHASING: RCW 39.34 allows cooperative purchasing between public agencies (political subdivision) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Port Townsend and which are actively participating may purchase from City of Port Townsend contracts, provided that the vendor has agreed to such participation. Each vendor shall indicate in their proposal if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Port Townsend. The City of Port Townsend does not accept any responsibility for purchase orders issued by other public agencies. The City of Port Townsend accepts no responsibility for the performance of any purchasing contract by the Contractor, and the City of Port Townsend accepts no responsibility for payment of the purchase price for any public agency.

CONTRACT TERM: Proposed contract term of two years, with the option to renew for two (2) additional, one-year terms upon agreement by both parties. Three vehicles are scheduled to be outfitted the first year. A total of eleven vehicles are scheduled to be purchased and outfitted over the next three years.

INDEMNIFICATION; INSURANCE: See Services Agreement for Indemnification and Insurance Terms.

CONFLICT OF INTEREST: The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor

further covenants that in the performance of this Contract, no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or their company's employees must be disclosed to the City.

COMPLIANCE WITH LAWS: The vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof. Contractor's proposal will be deemed ineligible if the Contractor or any of its officers appear on the federal System for Awards Management (SAM).

CITY BUSINESS LICENSE: Contractor must obtain a City of Port Townsend business license or otherwise comply with Port Townsend Municipal Code Chapter 05.08.040

CONTRACT DISPUTES: Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Jefferson County, Washington.

SUBMISSION OF PROPOSAL:

The City reserves the right to reject any and all proposals and to waive any informality.

A Certificate of Insurance will be required from the chosen vendor. (See insurance section in sample Services Agreement)

Proposals are to be sealed in an envelope bearing the name and address of the vendor. Print on the envelope "Police Vehicle Equipment RFP". Proposals may be mailed or hand delivered to:

**City of Port Townsend
Office of the City Clerk
RFP # 2013-06
250 Madison St #2
Port Townsend, WA 98368**

The City of Port Townsend is not liable for any costs incurred by vendors for the preparation and presentation of a proposal in response to this RFP. All such costs, including travel and related expenses, shall be the sole responsibility of the vendor submitting a proposal.

Proposals must be signed by representatives of the company who have the authority to bind the company to its provisions.

Proposers shall provide an original of their proposal and Three (3) copies of the original to the City on or before the proposal submission deadline. Electronic or fax submissions will not be accepted.

PROPOSAL FORMAT:

In responding to this RFP, the proposal must provide sufficient information to permit a determination that project requirements can be met and that maintenance and repairs can be accomplished in a timely manner as set forth in the proposal requirements. Proposals must be submitted in the format and sequence outlined below.

A. Business Organization and Personnel

1. State the full name, address, telephone and fax numbers and email address of your firm, and if applicable, the branch office or other subordinate elements that will perform or assist in performing the work specified in this RFP.
2. Indicate whether you operate as an individual, partnership or corporation and if a corporation, partnership or other legal entity, include the state in which you are incorporated, formed or organized and the date of the creation of your firm's legal entity.
3. Indicate whether your firm has ever been involved in litigation with a client or independent contractor associated with your firm within the last five years, and if so, the nature and result of the litigation.
4. List the names and titles of your firm's officers and the length of time those officers have been associated with your firm and the name or names of the person in your firm authorized to negotiate the proposed contract associated with this RFP.
5. Provide your firm's federal tax identification number and its Washington State UBI number, if applicable.

B. References and Experience

1. Provide references for three (3) public agencies with emergency vehicles which you have serviced in the past 2 years. Include current contact names and phone numbers.

C. Project Cost

1. Budget
 - a. Provide a basic cost for all equipment and installation parts necessary to outfit the three police vehicles.
 - b. Provide a cost for a maintenance agreement with one-year duration. It may be a flat rate to cover all vehicles and equipment for a year or an hourly rate.

2. Warranty

- a. Describe any warranty on the equipment and installation that may be offered by your firm.
- b. Describe any cost associated with an extended warranty on the parts or installation.

3. Additional Information

- a. Include any additional information that is believed to be pertinent and helpful but not specifically requested elsewhere in the RFP.

SELECTION OF THE VENDOR

Award of the contract will be based upon the best proposal received. The RFP will be evaluated and weighted according to the following criteria:

- Price of Services
- References, qualifications and experience
- Strength of overall offer

THE NUMERICAL WEIGHTS OF THE EVALUATION CRITERIA WILL NOT BE DISCLOSED, BUT ARE LISTED IN RELATIVE ORDER OF IMPORTANCE.

The successful vendor's contract, as mutually modifies, amended or supplemented, shall become a contractual obligation if a contract ensues. Failure of the successful vendor to accept these obligations shall result in cancellation of the contract award.

The City may select a vendor on the strength of the RFP alone or may request a telephone interview, on-site interview and/or on-site presentations by any of the vendors who submit a proposal.

Prior to the award of a contract, the City will contact the vendor's references to explore the overall success of the vendor's previous work, including quality of service, timeliness in completing projects as originally scheduled, reasons for delays, accessibility and demeanor of the vendor's staff during the project, reactions of employees to the manner in which they were involved in the project and the quality of on-going support received from the vendor.

The selected vendor will be required to assume responsibility for all services offered in the proposal, whether or not they possess the capacity for such services within their organization. Further the City will consider the vendor representative (s) to be the sole point of contact with regard to all contractual matters, including performance of contracted duties, responsibilities and tasks and payment of any and all charges resulting from the contract.

Proposals are subject to disclosure under Washington State RCW 42.17.251.

The City of Port Townsend reserves the right to reject all proposals for any reason, to waive informalities and minor irregularities, to reject any proposal not conforming to the intent and purpose of the Request for Proposals and to postpone the award of the contract for a period of time not greater than 45 days from the proposal opening date unless it does so by mutual agreement between the City and the successful vendor.

SPECIFICATIONS

The City of Port Townsend, (City), is requesting proposals to install and maintain specialized police equipment and emergency vehicle identification including visual warning devices, audible warning devices, communications equipment, specialized electronics equipment, firearms security mounts, prisoner transport cages and other required law enforcement vehicle accessories to meet the operational needs of the Port Townsend Police Department. The requested services are to provide and install specialized Police equipment, and maintain the non-radio/radar/MDT/camera equipment. The scope of work for the requested services includes the following:

- Provide and Install Specialized Police Equipment
- Maintain Installed Equipment (except radio, radar, and MDT/camera systems)

Pricing for three Ford Interceptor Utility vehicles. **(three vehicles will be outfitted this year with a total of 11 vehicles in subsequent years. It is the intent of the City to enter into a two year contract and extend it an additional two one year terms upon mutual agreement of the City and the vendor.)**

The following items will be accomplished by the selected contractor. All items will be installed using best practices. All items and supplies will be new with the exception of selected equipment supplied by the customer. All exposed wire runs will be zip-tied in accordance with best practices and each wire will be labeled with the item it powers to facilitate third party maintenance if necessary

The selected contractor will possess adequate facilities at their place of business to perform the specified work inside a controlled environment that provides shelter and security for the vehicles while at their location.

1. Install emergency lighting to include, as a minimum, the following features:
 - a. 360 degree three-level police emergency lighting (slick top, no light bar) using the latest generation of Whelan LED products (Red/Blue/white colors)
 - b. Right and left alley lights (White)
 - c. Front-firing takedown lights (White)
 - d. Rear amber advisory lighting solution capable of independent operation.
 - e. 4-corner strobes, rear blue
 - f. Side-firing visibility lights (Red/Blue), minimum two locations per side, front/center or center/rear
 - g. Wig-wag solution for HID headlights if needed (White)
 - h. Whelan light controller w/ a minimum of three user-programmable modes
 - i. Replace incandescent spotlight with Whelan P46SLC LED insert (2 degree beam width.
2. Push bar (Setina PB450L4) (may mount lights on push bar for some of the above requirements.)

3. RAM Mounts or similar center console w/ space for Whelan lighting/siren controller, one-each UHF, and VHF radios.
4. Double weapon mount (rifle/shotgun) between front seats.
5. Standard partition prisoner cage.
6. Prisoner seating solution including seatbelts and partition between seat and rear cargo area
7. Siren and speaker with PA capability.
8. Install DC powered (power from monitor not sufficient) USB hub connected to the COBAN M7 CPU, easily accessible to the officer and with a minimum of 6 free ports after COBAN M7 connection.
9. Mount Cannon Bubble Jet 3 printer used for SECTOR where it is easily accessible by the officer during patrol, and is protected from inadvertent impact damage.
10. Installation of customer supplied Coban Titan M7 MDT/video CPU (on trunk equipment rack), monitor, and keyboard including all power and data cables.
 - a. Mounting solution for Coban M7 Monitor that allows access to dash controls but does not interfere with front seat passenger.
11. Install two radios, associated antennas, and radar with front/rear radar antennas
 - a. Utilize black (low visibility) antennas for UHF and VHF radios
12. Centralized power distribution device mounted in easily accessible location where all upfit electronics are routed
 - a. Device must allow quick trouble shooting and identification of any problem circuit.
 - b. If the problem is related to the distribution device (fuse or similar problem) it should be immediately identifiable to the officer.
13. Mount external GPS antenna for CAD dispatch module.
14. Provide the manufacturer's warranty on equipment (lights, siren, etc.) and minimum 5-year warranty on all upfit labor and installation parts (wiring, power distribution, etc.)
15. Mount VHF, UHF radio, and PA radio microphones.
16. Provide a minimum of three additional power outlets easily accessible to driver/passenger (cigarette lighter style, 12v.)
17. Maximum 21-calendar day turn-around from new vehicle arrival at upfit vendor to delivery at customer site for duty.
18. Vendor must be an authorized Coban In-Car Video system installer.

SPECIAL CONDITIONS

Warranty service at customer site or provide discounted pricing for customer delivery to vendor for initial servicing and subsequent warranty work. There is a one day maximum response time for warranty work on customer site, no more than 3 hours travel time for customer delivery to vendor.

The items listed below will be provided to the vendor by the City for installation in the vehicles:

1. A complete COBAN Titan M7 system with three (3) cameras. Front window mount, rear window mount, and prisoner compartment mount (microphone/camera combination in prisoner area). CPU will be mounted in equipment rack area, monitor and keyboard mounted on center console...
2. Surface mount GPS antenna for NEW World Mobile system
3. One VHF and one UHF radio with associated microphones
4. Radar unit. Vendor must mount unit as well as front and rear antennas.
5. Cannon Bubble Jet 3 printer and associated cabling for mounting in location coordinated with the customer.
6. Vehicle graphics will be delivered to up fit vendor for installation.

In responding to this Request for Proposals (RFP), the Proposer shall indicate their general interest in the project, their overall approach to the work required, their expertise and background, and identify the members of their staff. They are asked to demonstrate their general understanding of the Port Townsend Police Department Vehicle needs, and the knowledge base and experience that the Proposer brings to properly execute the work required.

This demonstration of abilities and capabilities should include a description of the intended approach, including estimated allocation of staff, resources, third-party vendors, and onsite maintenance.

In addition, the Proposer must state their qualifications, work experience, and strategies to perform the work described below:

- Demonstrate the ability to meet or exceed all federal, State and local laws, codes and regulations.
- Coordinate and communicate with other service providers, and City and PTPD staff to provide quality service and resolve issues as they arise in a timely manner.
- Coordinate service, installation, acquisition, warranty and contracts of all third-party equipment.
- Provide onsite maintenance of specialized equipment as required. (Police department or City Shop)

COMPENSATION/TERMS OF PAYMENT

1. No payments will be made without the contractor having first presented the City with an itemized invoice.
2. The City's usual payment terms are Net 30.

PROPOSAL AND PROJECT SCHEDULE

Advertise RFP	Wednesday, August 21, 2013
Request for Product Substitution	Wednesday, September 11, 2013 5:00 PM
Final Day for RFP Questions	Wednesday, September, 11, 2013 5:00 PM
Proposals Due	Tuesday, September 17, 2013 5:00 PM
Proposals Reviewed	Week of September 23-27, 2013
Interviews (if any)	First Week of October 2013
Target Date for Contract Award	October 08, 2013

PROPOSAL FORM

Having carefully examined the General Terms and Conditions, the Special Provisions, and the Statement of Work the undersigned proposes to perform all work in strict compliance with the above-named documents and this Proposal Form (and any attachment thereto) for the amount set forth below.

In Order to Qualify your Bid, The Form of Proposals Must Be Signed.

PLEASE ATTACH DETAILED LIST OF EQUIPMENT AND PARTS WITH PRICES FOR EACH ITEM. ATTACH ANY EXTENDED WARRANTY CONDITIONS AND INFORMATION.

Total Price for Parts \$ _____

Total Price for Installation \$ _____

Applicable Sales Tax \$ _____

Total for Equipment and Installation \$ _____

Yearly Cost of Maintenance Agreement (if applicable) \$ _____

Hourly Rate for Maintenance \$ _____

Does your firm offer onsite service? Yes ____ No _____

If "Yes" does your firm charge a mileage rate? Yes ____ No _____

If your firm charges a mileage rate was it that rate? _____

If you do not offer onsite service how many miles away is your service area from the Port Townsend city limits? _____

Firm Name _____

Please Print Name _____

Title _____

Signed by _____
(Signature of Approved Representative)

RETURN THIS SIGNED PROPOSAL FORM

CITY OF PORT TOWNSEND
REQUEST FOR PROPOSAL
Port Townsend Police Vehicle Equipment
Purchase, Installation and Maintenance
JOB NO. 2013-06
STATEMENT OF VENDOR'S QUALIFICATIONS

Each supplier shall prepare and submit the following data along with their proposal.

1. Company: _____

2. Business Address:

3. Business Phone: _____ Fax: _____

4. How many years have you been engaged in business under the present firm name? _____

5. Sole Proprietor _____ Partnership _____ Corporation _____

6. List at least three references with phone numbers for work done on similar sized projects by your firm:

(1) _____

(2) _____

(3) _____

7. Has your firm has ever been involved in litigation with a client or independent contractor associated with your firm? If so, describe the nature and result of the litigation on a separate sheet of paper.

Yes _____ No _____

8. List the names and titles of your firm's officers and the length of time those officers have been associated with your firm and the name or names of the person in your firm authorized to negotiate the proposed contract associated with this RFP.

Name	Position	Years with Firm
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Bank references: _____

10. State of Washington UBI No.: _____

11. Federal IRS Identification No.: _____

12. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of services to the City of Port Townsend should I become the successful bidder.

Authorized Signature:

Print Name:

Title: _____ Date: _____

Return this form with your proposal

City of Port Townsend SERVICES AGREEMENT

-
1. **Contract Title:** _____
 2. **Parties:** City of Port Townsend, a Washington municipal corporation (hereinafter, the “City”), and _____, (hereinafter, “Contractor”).
 3. **Contractor Address:** _____
 4. **Total Amount:** Not to Exceed _____
 5. **Date of Contract:** _____, 2013
-

THIS AGREEMENT is entered into between the above named PARTIES as follows:

1. **Services and Performance by Contractor.** The Contractor shall perform the services described in the scope of services the Proposal, which is attached as Attachment 1 and subject to the terms in the Request for Proposals, the Proposal, and this Agreement.
2. **Payment by the City.** For services rendered by Contractor, the City shall provide by payment a total amount not to exceed the amount set forth above for services provided in this Agreement.
3. **Term and Completion of Work.** This Agreement shall remain in effect until completion of the services described in Attachment 1 and final payment has occurred, unless terminated in accordance with this Agreement. Work shall not commence until City provides Contractor with written notice to proceed. In no event shall Contractor proceed until Contractor has provided insurance as required by this Agreement.
The terms, conditions and pricing of this contract shall remain in effect for two years after the full execution of the contract for an expirations date of _____. Additional vehicles may be serviced during this time as well as warranty work performed. This contract may be extended an additional two, one-year terms by mutual agreement of the vendor and the City.
4. **Insurance Requirements.** Contractor shall take out and maintain insurance as set forth in **Attachment 2**.
5. **General Terms**

A. Payment Schedule and Terms

1. The project fee for this Agreement is a sum not to exceed the amount set forth on page 1 of this Agreement for all services performed and expenses incurred under this Agreement.
2. The project fee includes direct labor costs, overhead costs, and direct (expense) costs, including materials, supplies, equipment, costs for travel, reproduction costs and telephone, facsimile and computer use incurred during the billing period.

3. The Contractor shall maintain time and expense records and provide them not more frequently than monthly to the City, along with invoices in a format acceptable to the City for work performed to the date of invoice. Contractor shall provide progress reports, scheduling and completion information on request of the City.
4. Contractor shall keep cost records and accounts pertaining to this Agreement available for inspection by the City's representative for three (3) years after final payment. Copies at no charge shall be made available upon request.
5. If the services rendered do not meet the requirements of the Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

B. Termination. The City may terminate this Agreement at any time for any reason upon giving at least 10 days notice in writing to Contractor. For cause (including, failure to perform), the City may terminate this Agreement immediately. Contractor will be paid just and equitable compensation as provided in Paragraph 2 for any satisfactory work completed prior to the date of termination.

C. Indemnification and Hold Harmless.

1. Contractor shall indemnify, defend and hold harmless the City, its officers, agents, employees from and against any and all claims, demands, damages, judgments, losses, liability and expense (including, attorney's fees), including but not limited to those for personal injury, death or property damage suffered or incurred by any person, by reason of or in the course of performing this Agreement which is or alleged to be caused by or may directly or indirectly arise out of any act or omission of Contractor, its officers, employees and agents, except for matters arising out of the sole negligence of the City. This Agreement shall also include all costs and attorney's fees incurred by the City in defending the same.
2. The City shall indemnify, defend and hold harmless Contractor, its officers, agents and employees, from and against any and all claims, demands, damages, judgments, losses, liability and expenses (including attorney's fees), including but not limited to those for personal injury, death or property damage suffered or incurred by any person, by reason of or in the course of performing this Agreement which is or alleged to be solely caused by or may directly or indirectly arise out of any act or omission of the City, its officers, employees and agents. This Agreement shall also include all costs and attorney's fees incurred by Contractor in defending the same.
3. The parties, by mutual negotiation, waive, as respects the other party, any immunity that would otherwise be available against such claims under industrial insurance provisions of Title 51 RCW

D. No Partnership. It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting a partnership between the City and Contractor.

E. Independent Contractor. The Contractor is, and shall be at all times during the term of this Agreement, an independent contractor and not an employee of the City. The parties fully understand the nature of independent contractor status and intend to create an independent contractor relationship. The Contractor, and not the City, shall have the right to control the manner and means by which the work or services is accomplished. The City shall retain the right, however, to ensure that the work or services is being performed according to agreed-upon requirements. Consistent with this relationship, Contractor shall not be covered by any City benefit programs, such as health and welfare benefit plans, social security, workers compensation or unemployment compensation, and shall not be treated as an employee for federal or state tax purposes or any other purpose. Contractor shall be responsible for paying all taxes related to payments City makes to Contractor, including federal income taxes, self-employment (Social Security and Medicaid) taxes, local and state business and occupation taxes, and the City is not responsible for withholding for or paying any of those taxes.

F. Non-discrimination. Contractor and its employees, agents and subcontractors, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to the City by law, contract or otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.

G. Compliance with all applicable laws. Contractor shall at all times in connection with performance of this Agreement, comply with any and all other applicable federal, state and local laws, rules, ordinances and regulations.

H. Notices. All notices shall be delivered personally or may be mailed by certified mail, return receipt requested, to the other party as their address appears of record with the City or State. In the case of notice by mail, notice shall be deemed given on the date of postmark.

I. Ownership of Documents. All work products, papers, notes, memoranda, correspondence, drawings, specifications, reports, and other documents and records of any sort produced, received, held or maintained in conjunction with the performance of this Agreement by the Contractor shall be and is the exclusive property of the City, except that the Contractor may use such materials to assist other public agencies. Upon request of the City, or upon completion of any of the services provided for in this Agreement, or upon termination of this Agreement for any reason, the Contractor shall deliver to the City, machine-reproducible in format acceptable to the City copies of any and all such materials.

J. Nonwaiver. Any failure by the City to enforce strict performance of any provision of this Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of this Agreement

K. Severability. If any term or provision of this Agreement is held invalid, the remainder of such terms or provision of this Agreement shall not be affected, if such remainder would then continue to conform to the terms and requirements of applicable law.

L. Legal Fees. In any lawsuit between the parties with respect to matters covered by this Agreement, the prevailing party will be entitled to receive its reasonable attorney fees and costs in the lawsuit, in addition to any other relief that may be awarded.

M. Applicable Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action shall be in the Superior Court of Jefferson County.

N. Assignment or Delegation. Contractor shall not assign any of its rights or interest in this Agreement, nor delegate any of its duties hereunder to any other person, firm or entity without the express written consent of the City first being obtained.

O. Modification. No modification of this Agreement shall be effective unless agreed to in writing and signed by the Parties.

P. Complete Agreement. This Agreement together with the Attachments reflects the entire agreement of the parties relating to the subject matter thereof, supersedes all prior or contemporaneous oral or written agreements, or any understandings, statements, representation or promises, and is intended fully to integrate the agreement between the parties with respect to the matters described in this Agreement.

Q. Other Terms. None.

IN WITNESS WHEREOF, the City of Port Townsend and Contractor have executed this Agreement.

THE CITY OF PORT TOWNSEND,

Washington Municipal Corporation

By: _____

David G. Timmons, City Manager

Title

Date: _____, 2013

Attest:

Pamela Kolacy, MMC, City Clerk

CONTRACTOR

By: _____

Date: _____, 2013

Approved as to form:

John P. Watts, City Attorney

ATTACHMENT 1
SCOPE OF SERVICES

ATTACHMENT 2

INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

Any payment of deductible or self insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance.

The Contractor's insurance shall be primary insurance as respect the City and the City shall be given thirty days prior written notice of any cancellation, suspension or material change in coverage.